



BAKER & TAYLOR
Information and Entertainment Services

2550 West Tyvola Road
Charlotte, NC 28217
Tel: 704.998.3100

October 4, 2006

www.btol.com

Director of Purchasing
Metro Purchasing Department
617 West Jefferson Street
Louisville, KY 40202

COPY

**Re: Request for Proposal – Bid No. 1081
Professional Service Contract for Books**

Due: October 6, 2006 at 3:00 P.M.

Dear Purchasing Director:

Thank you for allowing Baker & Taylor, Inc. (B&T) the opportunity to submit a proposal for the supply of library materials for the Louisville/Jefferson County Metro Government. Having carefully reviewed the requirements, we are confident that we can meet your specifications with the following clarifications. Please review the following, and accept this letter as part of Baker & Taylor, Inc.'s comprehensive proposal.

STANDARD TEXT

All work performed under this agreement will be performed by Baker & Taylor employees; no subcontractors will be utilized.

Ordinance #16 – Affirmative Action Plan

Baker & Taylor currently has a valid Affirmative Action Plan on file with the Louisville/Jefferson Metro Government. Upon request, Baker & Taylor will be pleased to resubmit our Affirmative Action Plan.

F.O.B. Destination

Delivery of library books to the Louisville/Jefferson Metro Government will be **F.O.B. Destination** from Baker & Taylor's Mokena, Illinois Service Center with cascading services from our Bridgewater, New Jersey facility. **Shipping will be free of charge.**

Baker & Taylor offers staff accounts as a courtesy for our customers. These accounts will receive the same discounts and terms, however, these accounts will be delivered F.O.B. Shipping Point, with **Charge Shipping**, and will be taxed as appropriate.

Delivery Time

In-stock items requiring only a mylar jacket are shipped within one day of receipt of order (typically delivered within 3-4 days after receipt of order). Items requiring additional cataloging/processing services will be shipped within 5-7 days of receipt of order (typically delivered within 8-10 days after receipt of order). Any titles not immediately available from our title stock will be promptly backordered with publishers. All original orders may be set up for a 90 day cancellation period. The reorder schedule will be at the discretion of the Louisville/Jefferson County Metro Government.

Payment Terms

Baker & Taylor's payment terms are Net 30 days from date of invoice.

Firm, Fixed Price

The discount schedule proposed will remain firm for the duration of the contract. Discounts will be applied to the publisher's list price at the point of shipment.

LOUISVILLE/JEFFERSON CO METRO GOVERNMENT CONDITIONS

5. Please see our attached Returns Policy, **Attachment D** for detailed information on credits and returns.

Please Read Carefully (p.9 of 11)

Please incorporate our response as part of any final contract document.

SECTION II GENERAL PROVISIONS

- 2.15 Please see the enclosed Authority Designation Form, **Attachment G**. Should the Metro Government require a letter from an attorney, please contact our offices.

- 2.17 Baker & Taylor so affirms.

SECTION III HOLD HARMLESS AND INDENIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS

II.-IV. INSURANCE REQUIREMENTS

Enclosed, please find a certificate of insurance (**Attachment E**). Upon award, we will be pleased to provide a certificate naming Louisville/Jefferson County Metro Government as an additional insured party.

SECTION IV GENERAL SPECIFICATIONS

REQUIREMENTS DEFINED

Experience

Baker & Taylor is one of the world's largest distributors of books and related services. With a workforce of over 2,600 employees, B&T has the largest staff of professionals in the industry. B&T will save your library time and money by providing a single source for a wide range of ordering choices. We offer an array of value-added services to customers, including flexible cataloging, processing, and collection development services.

Baker & Taylor, Inc. is headquartered in Charlotte, North Carolina, and operates distribution, technical support, and sales centers worldwide. Our Charlotte location maintains all sales administration, customized library services, human resources, and finance operations. Book and Audio Visual Distribution Centers are strategically located in Illinois, New Jersey, Nevada, and Georgia.

Baker & Taylor is the nation's leading supplier of books and related cataloging and processing services, with annual sales of more than 63 million books from over 75,000 publishers and imprints. We are the oldest book distributor in the United States, servicing markets with economical pricing and excellent services for over 178 years.

REFERENCES

Baker & Taylor is pleased to supply the following references, as requested.

- 1) **Harford County Library**
Riverside Business Park, 1221-A Brass Mill Road
Belcamp, MD 21017-1209
Contact: Jennifer Ralston – Head of Materials Management
Telephone: 410-575-6761
Email: ralston@hcplonline.info

- 2) **New Castle County Department of Libraries**
c/o Bear Library
101 Governor's Place
Bear, DE 19701
Contact: Gail Corby – Supervising Acquisitions Librarian
Telephone: 302-838-3322
Email: gcorby@nccde.org

- 3) **Baltimore County Library**
320 York Road
Towson, MD 21204-5179
Contact: Jody Sharp – Head of Technical Services
Telephone: 410-887-6133
Email: jsharp@bcpl.net

PERSONNEL AND SERVICES

Your Customer Service Representative, **Kim Simpson**, is available to answer any questions you may have and can be reached at **(800) 775-1200 ext. 2764**. She can also be reached by fax at **(800) 775-1400** and by email at kim.simpson@btol.com.

In addition, your Sales Consultant, **Joan Stubbs**, will be able to assist you to ensure accurate order/service fulfillment. **Joan** can be reached by calling **(800) 775-7930, ext. 1900**. She can also be reached via email at joan.stubbs@btol.com.

Dedicated to meeting the unique requirements of your library, Baker & Taylor provides customized Collection Management Support, Cataloging Services, Technical Processing, and Consulting Services. Whether your library needs support for an Opening Day Collection or expansion project, on-going assistance in acquiring true system/shelf-ready product, collection management services or customized selection tools, we are ready to provide your library with the quality service and exceptional expertise you have come to expect from Baker & Taylor. Our dedicated professionals, our commitment to libraries, and our experience as a specialized service provider for many years, make Baker & Taylor the perfect partner for your Library.

Special coordinators are assigned on a project-by-project basis. Your Sales Consultant, Joan Stubbs, will work in conjunction with the coordinator to ensure your project's success.

INVENTORY

Baker & Taylor's title database currently contains over 3.5 million records and our cataloging database over 4.2 million records. Our national inventory is over 13 million volumes, including 600,000 in-stock titles representing over 75,000 publishers and imprints. The Louisville/Jefferson County Metro Government's accounts will be serviced by Baker & Taylor's Momence, Illinois service center (primary)

and our Bridgewater, New Jersey service center (secondary). These service centers maintain a combined inventory of over 538,000 titles.

A. The number of titles in these Service Centers is as follows:

1. 178,700
2. 17,600
3. 63,000
4. 2,800

B. Total quantity of copies in these centers is: 4.4 million

Automatic order cascading is available through Baker & Taylor. Please see above for a description of the cascade.

TYPES OF MATERIALS TO BE SUPPLIED

Baker & Taylor, Inc. is pleased to propose the terms and conditions of sale as outlined. Please see **Attachment A** for a detailed listing of "Baker & Taylor's Terms and Conditions of Sale" for a further explanation of the discounts off of the current publisher's list price at the time of shipment.

Attachment B "Category Definitions" will list the Category Number which corresponds to the discount categories (and number) as stated on Attachment A. This will clarify to the Library what criteria are used to classify a particular book category by Baker & Taylor, and how it relates to the discounts offered within our proposal.

Attachment C "Baker & Taylor's Enhanced Services Program" describes in detail a valuable service that will save your Library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the Library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers. Please note, that titles supplied from small, non-commercial publishers which require prepayment or where Baker & Taylor receives no discount from the publisher will be invoiced at list price plus \$4.95/unit service charge.

The Library is a subscriber to our Title Source 3 bibliographic title database. Please use your id in conjunction with the discounts outlined on Attachments A and B to assist in the evaluation of our proposal.

This agreement affords the provision of books based upon stated discounts from the current publisher's list price. The discounts vary based on the classification of books into general categories, some of which are determined by general marketing criteria. Baker & Taylor has utilized its best efforts to categorize titles for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, customer demand, returnability to publishers, preferred stock status, and other factors. Baker & Taylor reserves the sole right to be the final determinant of the pricing category. Please be advised that Baker & Taylor provides a detailed invoice that identifies the publisher's current suggested list price, the discount offered, and the exact price charged for each title ordered.

The discounts outlined within this proposal will be applied to the publisher's current list price at the time of shipment. Please note that the publisher's list price is subject to change without notice. In addition, please note that for some college textbook publishers where no publisher list price is assigned by the publisher, Baker & Taylor will assign a list price for these titles. Baker & Taylor will also assign a US dollar list price for imported titles. In such instances, the applicable list price is based upon a standardized formula.

Terms of this agreement do not include those books considered as proprietary media or falling under Baker & Taylor special programs, such as DEMCO Turtleback, Replica Book Services, or BTBound titles. DEMCO Turtleback editions will be invoiced at Baker & Taylor's net advertised catalog price. Replica Books will receive a 5.0% discount and BTBound titles will receive the discount outlined on Attachment A. Imported foreign language titles noted as non-returnable will be billed at our advertised list price. Further information and pricing regarding such services and programs are available upon request.

Due to the varying buying patterns among libraries, we are unable to estimate an average discount that may be realized overall.

VENDOR-SUPPLIED PROCESSING

Technical processing is an integral part of Baker & Taylor's services, and our modern automated systems and distribution centers are engineered to support the physical processing of library materials and the provision of associated bibliographic products for books. Baker & Taylor originally began providing physical processing and bibliographic data in 1968, and we have provided more of these types of processing components than any other supplier of library materials. Our components are constructed from the finest materials to insure durability and stability.

Baker & Taylor provides a wide range of processing options, including protective Mylar jackets for hardcover books, Kapco laminating for paperback books, spine labels, ownership labels, customer title/data labels, book pockets, etc.

Additionally, Baker & Taylor offers theft detection devices such as 3M or Checkpoint.

We will be pleased to provide pricing options for any components required. Please contact your Sales Consultant, Joan Stubbs, for details.

MULTIPLE ACCOUNT NUMBERS

Baker & Taylor will provide multiple account numbers, and invoice each account separately as requested.

PLACEMENT OF ORDERS

Baker & Taylor systems are compatible with Polaris. We will accept orders, issue order confirmation data, and provide electronic invoicing for firm order products.

Additionally, Baker & Taylor offers the following variety of ordering methods for books available to the Louisville/Jefferson Metro Government. Orders may be placed by phone, fax, electronically, or by mail.

Mail (B&T's National Ordering Center)

Baker & Taylor Inc.
Attn: Ordering Department
3584 Old Maysville Road
Commerce, GA 30529

Telephone

Toll-Free Telephone Orders: (800) 775-1100
Toll-Free Fax Orders: (800) 775-7480

Online Ordering

Title Source 3 – (Subscription Product/Selection Tool)

Baker & Taylor's The Title Source 3 is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, spoken word audio, DVD, and music CD titles. The database may be searched by keyword, title, author, ISBN, Approval subject

descriptor, Dewey or LC classification, LC subject heading, publisher, or general subject code. Searches may be further narrowed by considering price, binding, print status, and date parameters. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, and latest list price. Title information is updated daily.

Our proprietary database contains detailed, comprehensive, up-to-date information on over 4.1 million book titles, 220,000 video titles, and 500,000 music titles.

In addition, it contains over:

- 1.1 million annotations
- 2.1 million book covers in full color
- 675,000 Tables of Contents
- 370,000 full text reviews
(including *Kirkus*, *Library Journal*, *Publisher's Weekly*, *School Library Journal*, *Video Librarian*, *Horn Book*, *Choice*, *VOYA*, *BookPage*, *Booklist*, *Foreward*, *AudioFile*, and *E-Streams*)

You can search tables of contents and annotations with easy-to-use search index headings to help you zero in on the perfect title. Additionally, users may view book excerpts, and create, share, and transfer multiple carts. TS 3 is compatible with the Library's Polaris system.

Order Confirmation

Order confirmation will be provided for title orders, identifying each title as confirmed, cancelled, or Backordered. Immediate electronic confirmation is available for orders placed via Polaris. Telephone orders are confirmed at the point of order placement; fax orders are confirmed via fax.

STATUS/CANCELLATION REPORTS

A status report will be provided with your invoice, reporting on all items shipped, detailing the status of items not shipped. Monthly backorder/cancellation reports are available upon request. Please contact your Customer Service Representative for assistance.

The status of ordered titles may be viewed at any time via our Online Customer Support website (OCS).

Online Customer Support

Online Customer Support (OCS) is available via our website www.btol.com. OCS is Baker & Taylor's free web-based account management system. The OCS system's sophisticated search options include the ability to query orders by Purchase Order Number, B&T Number, ISBN, and Order Date Range. You can also view detailed information, including order and account status by purchase order number, warehouse location, quantities and prices, and shipping details for UPS shipments. There's even an option that helps you print invoices and order details for your records. Instant access, up to date information, and easy to use tools make OCS one more way we are making it easier to do business with Baker & Taylor, Inc. For additional information, please refer to our web-site.

INVOICES

Baker & Taylor will send invoices to the specified address. Mailed invoices follow associated shipments within 1-2 days. Your invoices will be sent in duplicate and will list all information requested. Baker & Taylor invoices can list books alphabetically by author or title, or in the same sequence as the original purchase order.

RETURNS/CREDITS

Baker & Taylor will accept the authorized return of items that are damaged, defective (i.e. publisher's defects), or incorrectly shipped. Please refer to the attached **Baker & Taylor Returns Policy** (Attachment D) for detailed information on credits and returns.

DELIVERY OF ORDERS

A. Rush Orders (vendor processing not required)

1. For rush orders, Baker & Taylor will ship same day those orders received and confirmed before 11:00 A.M. EST. Consolidated shipments will be delivered via United Parcel Service within 48 hours of receipt of order. Please contact your Customer Service Representative for assistance with information regarding expedited delivery.

Overnight, next day delivery services are available, upon request. If these services are requested, associated carrier charges will be invoiced.

2. Prepublication Orders

Baker & Taylor's pre-publication ordering program accepts orders for highly anticipated, high-demand titles prior to publication and delivers the titles prior to the general release date (street date). In order to receive these titles prior to street date, please place orders at least 5 weeks prior to the scheduled publication date

Automatic Shipment Programs:

Automatically Yours

Baker & Taylor's Automatically Yours program delivers the latest publications from popular authors right to your door. Select your favorite authors, and Baker & Taylor will send the latest titles, as soon as they are released. Firm Order discounts will apply.

Automatically Yours has 7 different programs to choose from:

- **Popular Adult Fiction Authors** – featuring over 650 fiction authors
- **B&T Kids** – featuring over 400 of the most popular children and young adult authors, both fiction and non-fiction.
- **Spoken Word Audio**
- **Large Print Popular Adult Fiction Authors**
- **Book Club Plans** - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' demands:
 - "Today" Show Book Club
 - Reading with Ripa Book Club
 - "Good Morning America" Book Club
 - "Oprah's" Book Club

(although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles)
- **Inspirational Authors** – Offers over 180 authors to choose
- **Graphic Novels** - Available for Adult and Teen titles. Choose from 140 Vendor/Characters, 52 Authors, and 32 Illustrators.

CATS Series (Children's and Teens)

This program offers the newest and most popular continuing series for libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/Manga/comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

Additionally, we provide confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status.

Your regular B&T discount schedule (Attachment A) will apply to any books purchased through the program.

3. Any titles not immediately available from our title stock will be promptly backordered with publishers. Please see item 2 above for prepublication order information.

B. NON-PROCESSED BOOKS

1. In-stock book items jacket are shipped within one day of receipt of order. Please see item 2 above for prepublication order information.
2. Baker & Taylor will make a second shipment of in print books not in stock within six weeks of receipt of order. Timeframe is subject to publisher's availability of titles requested.
3. All original orders may be set up for a 63 day cancellation period. The reorder schedule will be at the discretion of the Louisville/Jefferson County Metro Government.

C. VENDOR-PROCESSED BOOKS

1. In-stock book items requiring only a mylar jacket are shipped within one day of receipt of order. Items requiring additional cataloging/processing services will be shipped within 5-7 days of receipt of order. Please allow an additional 6-8 weeks for Vinabind prebinding services.
2. Baker & Taylor will make a second shipment of in print books not in-stock within eight weeks of receipt of order. Timeframe is subject to publisher's availability of titles requested.
3. All original orders may be set up for a 63 day cancellation period. The reorder schedule will be at the discretion of the Louisville/Jefferson County Metro Government.

SHIPPING

Products will be delivered F.O.B. Destination with free shipping from Momence, Illinois (primary service center) and from Bridgewater, New Jersey (secondary service center). Items will be delivered via ground service; primary carrier for consolidated shipments is United Parcel Service.

ADDITIONAL INFORMATION REGARDING BAKER & TAYLOR'S SERVICES

Catalogs

The following monthly catalog publications are available free of charge to Baker & Taylor customers. These catalogs are available in print and electronically via our website (www.btol.com).

Booking Ahead

Booking Ahead is Baker & Taylor's prepublication announcement of titles to be published 2 months in advance. It includes annotated lists of popular trade titles, based on book trade prepublication publicity information.

Books for Growing Minds

Baker & Taylor's Books for Growing Minds showcases the best in children's literature and spoken word audio titles. Books for Growing Minds serves as a comprehensive guide to Baker & Taylor's juvenile selections and features titles appropriate for all interest levels from toddlers through young adult. Each issue contains special theme collections that cover a variety of subjects of interest as well as a feature series section that highlights recent additions to the most popular Children's series.

Forecast

Our most extensive publication, **Forecast** is a monthly magazine promoting soon to be published hard cover titles. **Forecast** speaks to librarians about future bestsellers and noteworthy mid list titles so they can make well informed buying decisions. Features include monthly subject collections as well as publicity news on upcoming author tours, media tie-ins, and serial and book club rights.

Independent Press Quarterly is a quarterly section in **Forecast** showcasing notable titles from independent publishers. This section focuses on the latest trends in publishing as well as information on current releases and other notable titles.

Paper Clips

Featuring prepublication paperbacks, **Paper Clips** speaks to librarians about upcoming adult paperbacks. Although its focus is on titles four to six weeks prior to publication, Paper Clips also has mass-market backlist titles that publishers are promoting. In addition, every Paper Clips issue highlights a specific Roundup listing that features both frontlist and backlist titles related to a topic of particular interest.

Collection Development Services

Baker & Taylor collection management librarians have extensive experience working in library collection development and/or technical services in public, school, academic, and special libraries before their employment with Baker & Taylor. Our management team has created this organization carefully, recruiting librarians with a wide range of complementary, specialized subject knowledge representing different-sized institutions and a range of geographic regions.

Baker & Taylor's collection management team is an accessible resource that will work with the Library staff to complete foundation tasks, such as profile development. Our collection development team is a resource for general inquires about any and all aspects of collection development topics and associated technical questions. We also can produce on-demand selection lists for special needs such as replacement projects or new facility openings. In addition, our collection management team can provide consultation to the library's staff as needed to contribute to collection development, staff development, process analysis, collection analysis, and/or provide change and project management solutions.

Electronic Lists:

E-Lists

Baker & Taylor's E-lists are electronic selection lists covering popular genres, industry current events, and titles in high demand. Designed with your needs in mind, these lists will not only save you valuable research time, but, combined with our convenient and integrated Internet ordering feature, you can receive product faster than ever.

Our E-Lists are organized into useful categories of similar lists, helping you easily browse the topics that interest you and your patrons.

- Academia
- Audio & Video Bestsellers
- Audio & Video New Releases
- Book Leasing
- Booking Ahead
- Children's & Teen (CATS)
- Critic's Choice (award winners)
- Critic's Picks (book clubs, reviews)
- Curriculum Support
- Fast Facts
- Librarian Selections
- Monthly Stars
- Spanish & Hispanic Titles
- State Book Awards

To begin using E-Lists, simply log-in to Title Source 3 or B&T Link Online via Quick Links. Please note, you must be registered for B&T Link Online to access E-Lists. For further questions about e-lists, contact us at btinfo@btol.com.

Conclusion

Should you require any additional information regarding any products or services available from Baker & Taylor, please contact me or our Information Service Department at **(800) 775-1800**.

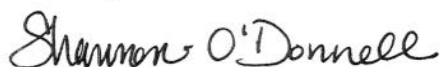
*Please provide an **award notification and tabulation of results** for this solicitation either via fax or mail to address listed below:*

Baker & Taylor, Inc.
Attn: Pricing Services
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Facsimile: (704) 998-3260

We are looking forward to a **favorable reply** to our offer and to the opportunity to be of service. Your account profiles will be updated to reflect the terms of this contract, upon receipt of award notification.

Thank you for considering Baker & Taylor's services.

Sincerely,



Shannon O'Donnell
Pricing Services Representative

cc: Joan Stubbs, Sales Consultant
Frank McDonald, Regional Sales Director
Robert Rotello, Vice President – Public Library Market
Michael Utasi, Senior Vice President of Sales & Marketing, Public Libraries

**Baker & Taylor, Inc.'s
Terms and Conditions of Sale
Louisville/Jefferson County Metro Government**

Attachment A

Category Definition	Price Indicator	Definition	Discount
	O (zero) (Hardcover Trade Editions) C (Hardcover Computer Books)	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	1-19 copies/title @ 46.0% 20+ copies/title @ 46.4%
I.	J	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	1-19 copies/title @ 46.0% 20+ copies/title @ 46.4%
II.	B (Paperback Trade Editions) C (Paperback Computer Books)	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	1-19 copies/title @ 41.7% 20+ copies/title @ 43.7%
V.	G	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	1-19 copies/title @ 41.7% 20+ copies/title @ 43.7%
V.	P	Mass Market Paperback Editions	1-19 copies/title @ 41.7% 20+ copies/title @ 43.7%
VI.	R	Single Edition Reinforced (Juvenile)	1-19 copies @ 24.1% 20+ copies/title @ 24.4%
VII.	Z	Publisher's Library Edition (Juvenile)	1-19 copies @ 24.1% 20+ copies/title @ 24.4%
VIII.	A	University Press Trade Editions	12.0%
X.	S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers or Titles of Limited Demand)*** M (Paperback Editions from Small, Specialty Publishers or Titles of Limited Demand)*** V/T (Returnable Specialty Textbooks) 5/6/8 (Professional Medical Titles)	Text, Technical, Reference, Small Press, and Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and some spoken word audio)	S, X = 1-19 copies/title @ 11.3% 20+ copies/title @ 12.3% N = 0.0 %* L, M*** = 1-19 copies/title @ 11.3% 20+ copies/title @ 12.3% V = 0.0% T = 0.0 % 5 = 0.0 % 6 = 5.0% 8 = 5.0%
XI.	F/K/1/3	Imported English and Non-English Language Editions	F = 0.0% K = 5.0 1 = 0.0% 3 = 0.0%
XII.	Y / Q	Enhanced Service Program**	0% - \$4.95/unit
XIII.	H	Spoken Word Audio (primarily abridged)	1-19 copies/title @ 46.0% 20+ copies/title @ 46.4%
Special Program	D E	- DEMCO Turtleback Editions - BT Bound Editions	D = 0.0% E = 1-19 copies @ 24.1% 20+ copies/title @ 24.4%

Titles which receive minimal publisher discount will be invoiced at publisher's list price.

Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge. Please note that the (- 4.95) listed above indicates how to enter the surcharge into the B&T Link or Title Source systems. The minus figure will add the \$4.95 surcharge to your cost of the book.

** Represents publishers with limited sales volume, based upon a semi-annual review and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Also represents individual titles which do not qualify for preferred stock status, based upon quarterly review. These titles may be of any binding type or publisher of origin.*

aplica books will be invoiced at 5.0 % off of B&T advertised list price. "Special Program" titles will be discounted as shown, discount will be applied to the B&T advertised list price.

ease note that for some college textbook publishers where no publisher list price is assigned by the publisher, Baker & Taylor will assign a list price for these titles. In such instances, the applicable list price is based upon a standardized formula. Also, B&T will assign a US dollar list price for imported titles.

he discounts outlined within this proposal are applied to the publisher's current list price at the time of shipment. Please note that the publisher's list price is subject to change without notice.

ote: Price Indicator is subject to change based upon changes in relationships with publishers.

Category Definitions

Attachment B

- I. Adult Trade Hardcover Editions (O, C)** *(may include some spoken word audio materials)*
High demand, materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory for these titles is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: The Broker by John Grisham, ISBN: 0385510454.
- II. Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory for these titles is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: A Light in the Attic by Shel Silverstein, ISBN: 0060256737.
- III. Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory for these titles is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Bridget Jones's Diary by Helen Fielding, ISBN: 014028009X.
- IV. Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory for these titles is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Charlotte's Web by E.B. White, ISBN: 0064400557.
- V. Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The Girl Who Loved Tom Gordon by Stephen King, ISBN: 0671042858.
- VI. Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Watch Out! Big Brothers Coming by Jev Alborough, ISBN: 0763601306.
- VII. Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: If You Give A Pig A Pancake by Laura Joffe Numeroff, ISBN: 0060266872.
- VIII. University Press Trade Editions (A)** *(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: The Art of Teaching by Oxford University Press, ISBN: 0195169697.
- IX. Text, Technical, Reference, Small Press, and Titles of Limited Demand (5, 6, 8, L, M, N S, T, V, X)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile and may be of any binding. Examples within this category would be: The Merck Index, ISBN: 0911910131, Strategies That Work, ISBN: 1571103104 and Beauty and the East ISBN: 1566563879.
- X. Imported English and Non-English Language Editions (F,K,1,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. Baker & Taylor will assign a US dollar list price for these editions based upon a standardized formula.
- XI. Enhanced Service Program Titles (Q, Y)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Paths to Recovery, ISBN: 0910034311.
- XII. Spoken Word Audio (H)**
Primarily abridged materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a primarily abridged spoken word audio would be: The Broker by John Grisham, ISBN: 0739316443.

Enhanced Services Program

Baker & Taylor is pleased to provide a service that will save the library time and money when procuring titles from small or hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

The "ESP" program builds on B&T's already outstanding publisher relations by:

- ◆ Expanding our vendor relations team responsible for the follow-up of all publisher orders, thereby improving the speed of delivery of all titles to the library.
- ◆ Widening our publisher base to include hundreds of small non-commercial publishers formerly considered "Apply Direct" by the book industry.
- ◆ Increasing our reporting capabilities by providing order status for 100% of all title not yet published and by supplying anticipated release dates for all out of stock items.

In order to provide these enhanced title acquisition services, B&T will apply a service charge to qualifying titles. Titles supplied from small non-commercial publishers which require prepayment or where B&T receives no discount from the publisher will be invoiced at list price plus a \$4.95/ unit surcharge.

If you would like to determine whether a specific title is subject to the surcharge, you may check the Title Source for Windows, Baker & Taylor's CD-ROM database. Surcharged titles will appear with a Y or Q in the discount code field. You may also telephone your Customer Service or Order Entry Representative to determine surcharged titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile. Please contact Customer Service for additional information.



BAKER & TAYLOR

Information and Entertainment Services

Institutional Returns Policy

(Revised July 2006)

The following guidelines are required to ensure prompt handling of your return. All product returns (excluding Book Leasing programs) require prior authorization from a Customer Service Representative. **You may contact your appropriate representative via the toll-free number listed on your packing list.**

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. **All claims must be made within 45 days from the date of invoice.**

When calling for return authorization, please have the following information available:

- A. Return Authorization Form
- B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
- C. Reason for the claim/return
- D. Action being requested -
 - 1. Replacement of product
 - 2. Credit to your account; no replacement product necessary

Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.

Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice. Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. **All claims must be made within 45 days from the product's invoice date.** Please ensure you have received all cartons of a shipment prior to signing for receipt from the carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department in Mokena, Illinois (FAX: 815-72-9886). You may also refer to the website at <http://www.btol.com/international/return>.

All returns should be sent to:

Baker & Taylor
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/30/2007

DATE (MM/DD/YY)

06/30/2006

PRODUCER

LOCKTON COMPANIES
525 W. Monroe, Suite 600
CHICAGO IL 60661
(312) 669-6900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

1048578

Baker & Taylor, Inc.
***See Attachment for Additional Named Insureds
2550 West Tyvola Road
Suite 300
Charlotte, NC 28217

INSURER A: Zurich American Insurance Company

INSURER B: Federal Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

XZ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO 9378076-02	06/30/2006	06/30/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	BAP 9378075-02	06/30/2006	06/30/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
<input type="checkbox"/> ANY AUTO	OTHER THAN EA ACC \$ XXXXXXXX				
	AUTO ONLY: AGG \$ XXXXXXXX				
B	EXCESS LIABILITY	79838538	06/30/2006	06/30/2007	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER
	E.L. EACH ACCIDENT \$ XXXXXXXX				
	E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX				
	E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION [M28703]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Baker & Taylor, Inc.

Business name, if different from above

same

Check appropriate box. ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

☒ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

2550 West Tyvola Road, Suite 300

Requester's name and address (optional)

City, state, and ZIP code

Charlotte, NC 28217

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | |

or

Employer identification number
5 6 1 7 6 1 7 2 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Lee Ann Queen

Date ▶

10-4-06

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

D E S I G N A T I O N

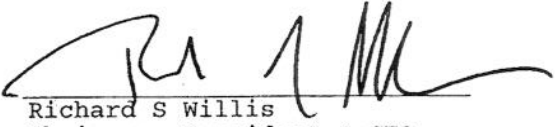
Pursuant to authority delegated by the Board of Directors of Baker & Taylor, Inc. ("Corporation"), we hereby designate the following employees of Baker & Taylor, Inc. listed in the attached Schedule A, as having authority to execute all bids, bid bonds, contracts, performance bonds, and other documents relating to the sales of Baker & Taylor, Inc. in the ordinary course of business.

The foregoing designations are to be effective as of June 28, 2005, and shall continue until modified or revoked. Designations made on July 9, 2004 are hereby revoked.

This Designation may be executed in two counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

Baker & Taylor, Inc.

By:


Richard S Willis
Chairman, President & CEO

DATED: June 28, 2005

SCHEDULE A

D E S I G N A T I O N

Baker & Taylor, Inc.

Effective: June 28, 2005

Robert E. Agres
John W. Bacon
J. Harry Baldeo
Gary Benefield
George Coe
Gary L. Dayton
Steve Harkins
Phil LaBoon
Jeff W. McDaniel
W. Dwayne Owensby
William Preston
Lee Ann Queen
Jennifer B. Rhyne
L. Scott Schuster
N. Jo Sims
Kelly Tarlton
Michael G. Utasi
M. Arnie Wight
Richard S Willis



Request For Proposal

18-SEP-2006 14:16

Louisville/Jefferson Co Metro Government

Bid Number: 1081

Revision: 0
Date: 18-SEP-06

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date
and Address to:

Metro Purchasing Department
617 West Jefferson Street
Louisville, KY 40202

Reply By: 06-OCT-06

Description

1 Request for Price Proposals for Professional Service Contract for Books

No Pre-Bid Conference

DELIVERY TIME: *please see our response, Delivery of Orders, p. 7-8
(# of days A.R.O.)

FIRM NAME: Baker & Taylor, Inc.

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

OFFICIAL'S SIGNATURE: Lee Ann Queen

ADDRESS: Lee Ann Queen, Manager - Pricing Services

2550 West Tyvola Road, Suite 300
Charlotte, NC 28217

PHONE: (800) 775-1800

DATE: October 4, 2006

UNSIGNED BIDS WILL NOT BE CONSIDERED



Request For Proposal

18-SEP-2006 14:16

Bid#: 1081

Louisville/Jefferson Co Metro Government

Standard Text

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark as original) AND THREE COPIES. All three copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification. The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing
Louisville Metro Purchasing
617 West Jefferson Street
Louisville, KY 40202

If you have any questions concerning the Purchasing Requirements of this solicitation please call Pam Hodelka at (502) 574-5533.

STANDARD TEXT

Participation by minority business entities and/or utilization by contractors of minority business entities as subcontractors, if the instant contract requires or warrants the use of subcontractors, is encouraged and will be a consideration in determining the award of this contract. All questions regarding pre-qualification and certification should be directed to the Louisville/Jefferson County Metro Government Human Relations Commission at (502) 574-3631.

General contractors must show good faith effort in obtaining bids from minority, female and handicapped subcontractors. Acceptable proof is return mail receipt or a written 'NO BID'. Leaving phone messages is not acceptable. General contractors must include bids from subcontractors with their Invitations for Bid and subcontractors cannot be changed without approval of the requesting Metro Department and the Director of the Human Relations Commission.

The successful bidder:

1. Must have an approved Affirmative Action Plan.
2. Must furnish the Metro Government with a copy of all subcontractors on all Metro Government jobs.
3. All contractors on Metro Government jobs shall be required to furnish monthly work force analysis sheets.
4. The Metro Government representative must have access to the worksite.

The Metro Government representative must have reasonable access to contractor's personnel records.

Samples or additional information may be requested by the Purchasing Division for evaluation purposes.

Bidders should not include sales tax as a separate item. Any sales tax should be included in the overall bid. The Metro Government does not reimburse for sales tax, nor does the Metro Government pay sales tax.

If applicable, descriptive literature should be included on all items bid.

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number Applied for 10-4-06 and your Federal Tax Identification Number 56 176 1729. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Linda Burt of the Revenue Commission at (502) 574-4875.

Ordinance #16, Series 1987, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF SIXTY (60) DAYS FROM BID OPENING DATE

Please include your FAX number 704-998-3260.

Time discounts or cash discounts shall not be considered in award evaluation.

Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing

617 West Jefferson Street

Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representing a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE

Lee Ann Queen

Lee Ann Queen, Manager - Pricing Services

Contractor (Please sign here and type in company name on line
immediately below. Please leave all other lines blank)

Baker & Taylor, Inc.

Company Name

Director of Purchasing

Contract Term:

Effective: _____

Expires: _____

Items Covered:

All: _____

See Attached: _____

The Invitation for Bid and response will become part of the contract

NOT APPLICABLE**LIVING WAGE PREFERENCE**

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name _____
Authorized Official(Print) _____
Signature of Authorized Official _____
Title _____
Date _____

NOT APPLICABLE

NOT APPLICABLE

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

Company: NOT APPLICABLE

Address: Street _____

City _____ County _____ State _____ Zip _____

Revenue Commission Number: _____

Official: _____

Signature: _____ Date: _____

For purposes of determining the low bid or the best evaluated bid this preference cannot be combined or accumulated with any other Louisville-Jefferson County Metro Government Procurement Preference.

9/21/2006



Louisville Jefferson County
Metro Government

LOUISVILLE FREE PUBLIC LIBRARY

Request for Proposal Number 1081

9/21/2006

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REQUEST FOR PROPOSALS

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
- III. Hold Harmless and Indemnification Clause/Insurance Requirements**
- IV. General Specifications**

SECTION I

INVITATION AND INSTRUCTIONS TO PROPOSERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for professional service contract(s) for books. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Sealed proposals will be received at the office of Louisville Jefferson County Metro Government Purchasing Department until 3:00 PM October 6, 2006, 617 West Jefferson Street, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3:00 PM deadline on October 6, 2006 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

Ms. Martha Geier
(502) 574-1647

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal. (RFP) Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the opening. If no award is made within ninety (90) days of opening, this solicitation is automatically canceled unless an extension is requested by Metro Government and accepted by the Proposers. Proposals submitted shall be for a firm fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing

Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

- 2.4 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.

- 2.5 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.

- 2.6 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.

- 2.8 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.9 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

- 2.10 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.11 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.12 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest. Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.
- 2.13 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.14 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.15 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.16 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties

agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

- 2.17 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

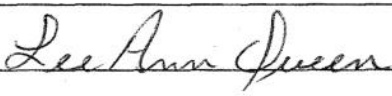
VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

RFP

SUBMITTED BY:

Firm: Baker & Taylor, Inc

By: Lee Ann Queen 

Title: Manager - Pricing Services

Address: 2550 West Tyvola Road, Suite 300

Charlotte, NC 28217

Telephone 800-775-1800

Fax: 704-998-3260

E-mail Address bids@btol.com

Date: October 4, 2006

Louisville/Jefferson County Metro
Revenue Commission Number: Applied for 10-04-06

Federal ID Number: 56 176 1729

*** Please include a copy of your W-9 with your submitted proposal.**

You cannot be awarded a contract until this is submitted.

****Please see Attachment F for our completed W-9 Form.***

SECTION III

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Supplier shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Supplier's (or Supplier's subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to commencing work, Supplier shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040.). **The Supplier must submit a Certificate of Insurance evidencing coverage required below with their bid, prior to being awarded a contract by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division**

Without limiting Supplier's indemnification requirements, it is agreed that Supplier shall maintain in force at all times during the performance of this agreement the following policy of insurance covering its product and operations.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations Coverage
 - c. Contractual Liability

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Supplier shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance upon the execution of the Contract.
- B. Certificates of Insurance as required above shall be furnished, with your bid to the Louisville/Jefferson County Metro Government, Department of Purchasing, Room 306, Fiscal Court Building, Louisville, Kentucky 40202
- C. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Supplier hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Supplier.

SECTION IV

GENERAL SPECIFICATIONS

LOUISVILLE FREE PUBLIC LIBRARY REQUEST FOR PRICE PROPOSALS PROFESSIONAL SERVICE CONTRACT FOR BOOKS

INTRODUCTION

The Louisville Free Public Library serves the Jefferson County, Kentucky community. The system consists of 17 physical locations and three bookmobiles. The Library purchases a wide variety of books and other materials each year to maintain a well-rounded collection and to support specific Library goals.

About 70% of the current fiscal year's materials budget of \$3.83 million will be expended for adult, teen and children's books.

AWARD CRITERIA:

Professional Service Contracts will be issued to one or more vendors deemed to be fully qualified and best suited among those submitting bids on the basis of the following criteria:

Ability to perform the requirements of the contract:	40 %
Price of services:	40%
Experience in providing services required:	20%

Proposals will be reviewed by a committee consisting of representatives from:

Louisville Metro Government Library

Professional Service Contracts are valid for one year.

REQUIREMENTS DEFINED

EXPERIENCE:

Vendor must demonstrate extensive successful experience supplying both adult and juvenile material to libraries of comparable size and income.

REFERENCES:

Vendor shall provide a list of at least three public libraries, of comparable size, to which vendor is currently providing service. Include the names, addresses, and phone numbers of library staff we may contact.

PERSONNEL AND SERVICES:

Vendor shall assign a specific representative to service the Library's accounts who has the ability and authority to respond to issues with orders, deliveries, claims, invoices, credits, cancellations, and rush orders.

Additional personnel shall be assigned to assist the Manager of Collection Services with special projects such as building special and or new collections and providing supplementary services such as cataloging and processing.

All personnel specified above must be available by toll-free telephone and fax and e-mail.

INVENTORY:

Please describe the size of your inventory as follows; and if the Library's orders will be shipped primarily from only one warehouse, indicate the inventory figures of that one location as well.

a. Quantity of titles:

1. adult trade hardbacks and trade paperbacks
2. mass market paperbacks
3. juvenile trade reinforced bindings hardbacks and/or trade papers
4. juvenile mass market paperbacks

b. Total quantity of copies:

If inventory is stocked in multiple warehouses, are orders automatically cascaded? If not, is this service available upon request?

TYPES OF MATERIALS TO BE SUPPLIED:

Vendor shall be able to supply trade books and paperbacks, university press books, mass market paperbacks, and juvenile books with reinforced bindings.

Based on the Library's projected book funds, list discounts for the following types of materials:
Give average discount for each type.

Adult:	Trade hardbacks Category I, Attachment B.	1-19copies/title @ 46.0%	20+ copies/title @ 46.4%
	Trade paperbacks Category III, Attachment B	1-19 copies/title @ 41.7%	20+ copies/title @ 43.7%
	Short discount books Categories IX, X, XI, Attachment B	1-19 copies@ 11.3%	20+ copies @ 12.3%*
	Mass market paperbacks Category V, Attachment B	1-19 copies/title @ 41.7%	20+ copies/title @ 43.7%
Juvenile:	Trade hardbacks Category II, Attachment B.	1-19copies/title @ 46.0%	20+ copies/title @ 46.4%
	Reinforced bindings Categories VI, VII Attachment B	1-19 copies/title @ 24.1%	20+ copies/title @ 24.4%
	Short discount booksCategories IX, X, XI, Attachment B	1-19 copies@ 11.3%	20+ copies @ 12.3%*
	Trade paperbacks Category IV, Attachment B	1-19 copies/title @ 41.7%	20+ copies/title @ 43.7%
	Mass market paperbacks Category V, Attachment B	1-19 copies/title @ 41.7%	20+ copies/title @ 43.7%

Based on experience with libraries of similar size and income, give an estimated average discount that may be realized overall.

VENDOR-SUPPLIED PROCESSING

Please indicate if vendor-supplied processing and/or cataloging can be provided.

MULTIPLE ACCOUNT NUMBERS

Vendor will accept multiple account numbers for Library and invoice separately.

**Titles which receive minimal discount from the publisher will be invoiced at list price. Titles where Baker & Taylor receives no discount from the publisher or where prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus a \$4.95/unit service charge.*

PLEASE SEE ATTACHMENT A FOR A COMPLETE OUTLINE OF DISCOUNTS.
PLEASE SEE ATTACHMENT B FOR OUR CATEGORY DEFINITIONS.

PLACEMENT OF ORDERS

The Library must be able to access selection tools and databases directly from the Polaris system. It is preferred that the vendor support the EDI X12 version 4010 standard compatible with the Polaris system for electronic ordering, receiving and invoicing at no extra cost.

Vendor must accept orders via toll-free telephone, or fax. All three options must be available. Immediate confirmation must be available indicating status of each item such as: in stock and being shipped, order direct, back-ordered, not yet published, etc.

STATUS/CANCELLATION REPORTS

Status/cancellation updates shall be sent with each shipment. Cumulative status/cancellation reports shall be sent monthly.

INVOICES

Two copies of invoices shall be delivered to the address as supplied by the Library. The following information shall appear on each invoice:

- a. Library bill-to address
- b. Library ship-to address
- c. Account number
- d. Library purchase order number
- e. Number of copies
- f. Title
- g. Author
- h. ISBN
- i. List price per title
- j. Discount price per title
- k. Net price per title
- l. Total cost

RETURNS/CREDITS

Vendor will accept returns and supply credit memo forms which may be completed by the Library without prior vendor authorization.

DELIVERY OF ORDERS

A. RUSH orders (vendor processing not required):

1. Vendor will make procedure available (such as orders placed before a certain hour) so that RUSH orders of books in stock will be received by Library in NEXT DAY shipment.
2. Prepublication orders of bestsellers ordered RUSH will be shipped so that Library receives on day before title goes on sale in bookstores.
3. Backorders may be held for RUSH only orders of titles not yet published or publisher out-of-stock.

B. NON-PROCESSED BOOKS:

1. Vendor will ship books in stock within one week of receipt of order.

2. Vendor will ship in print books not in stock within six weeks of receipt of order.
3. All books not received within nine weeks shall be canceled and order considered complete.

C. **VENDOR-PROCESSED BOOKS:**

1. Vendor will ship books in stock within two weeks of receipt of order.
2. Vendor will ship in print books not in stock within eight weeks of receipt of order.
3. All books not received within nine weeks shall be canceled and order considered complete.

SHIPPING

Vendor will ship books and other materials free of charge via UPS or comparable freight line.